

Marshalltown

UAW #893 (Blue Collar)

7/1/2005 6/30/2008

THE CITY OF



Agreement Between

The City of Marshalltown
Park Shop Division of the
Parks & Recreation Department

and

The International Union, United Automobile,
Aerospace, and Agricultural Implement Workers of
America, UAW and its Local 893

July 1, 2005 - June 30, 2008

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**AGREEMENT BETWEEN
THE CITY OF MARSHALLTOWN PARK SHOP DIVISION OF
THE PARKS & RECREATION DEPARTMENT
AND
UAW AMALGAMATED LOCAL 893**

This Agreement is made and entered into this 1st day of July, 2005, by and between the City of Marshalltown (Park Shop Division of the Parks and Recreation Department) Marshalltown, Iowa (hereinafter referred to as the Employer), and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW, and its Local 893 (hereinafter referred to as the Union), and between the Employer and the Union on behalf of the employees in the Bargaining Unit recognized and described in Article 1 of this Agreement.

WITNESSETH:

It is the intent and purpose of this Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire agreement of the parties regarding wages, rates of pay, hours of employment, and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Park Shop Division of the Parks & Recreation Department depends upon the Employer's success in establishing and maintaining effective, proper, and superior service to the community.

ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION, CHECKOFF

Section 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative on subjects covered by Iowa Code Section 20.9 for all employees in the bargaining unit described as maintenance and professional employees employed in the Park Shop Division of the Parks and Recreation Department including but not limited to the positions of Park Maintenance Worker I, Park Maintenance Worker II, Park Maintenance Technician, and Horticulturist, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 6661, dated July 28, 2003, which excludes all clerical, supervisory, confidential, and all others excluded by the Act.

Section 1.2

- A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of the activities on behalf of the Union that are lawful and not in violation of this Agreement.
- B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.
- C) Employees will not engage in Union activities during working hours, except as provided in the grievance procedure.

D) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, disability, or national origin, in admission or access to, or treatment of employment in, its programs and activities. The Union International representative for the Union and the City Personnel Director for the City of Marshalltown shall jointly coordinate compliance.

Section 1.3

The Employer shall deduct on the first pay day of the month from the wages of employees, for whom individually written requests have been submitted, union dues for the current month in the amount designated in writing by the Union to the Employer. The Employer shall remit the funds so deducted including a list of employees with said deductions to the appropriate official of the Union designated in writing by the Union for the receipt of such funds the week following deductions. An employee may terminate the dues checkoff at any time by giving thirty days written notice to the Employer and to the Union. The Employer shall have no obligation to deduct or collect monthly dues from a Bargaining Unit member whose net pay for the payroll period after all other deductions is insufficient to cover the total authorized deductions for that pay period. The Bargaining Unit member will hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation.

ARTICLE 2 - EMPLOYER RIGHTS

Section 2.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

Section 2.2

The Employer has the right to develop and place into effect work rules and regulations which are not in conflict with this agreement and shall provide the Union with copies of such work rules and regulations in advance of implementation for their comments.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 - FEDERAL AND STATE LAW

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 6 - UNION REPRESENTATIVE

Section 6.1

- (A) For the purposes of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate.
- (B) The Union Bargaining Committee may, during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Any such meetings may be called only upon the agreement of both the Employer and the Union.

Section 6.2

For the purposes of handling grievances in accordance with the procedure set forth in Article 7 of this Agreement, and for handling other Union business, the Employer recognizes one steward, who shall be the Committee Person. The Union shall designate the individual who is the Committee Person.

Section 6.3

An employee who is discharged or suspended from work and who feels such discharge or suspension was not for just cause, may file a grievance with the Employer. Such a grievance shall be processed in accordance with Article 7 of this contract.

ARTICLE 7 - GRIEVANCE PROCEDURE

Any dispute that may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

Step 1. An employee and/or the Union Representative shall discuss a complaint or problem verbally with their immediate supervisor within five workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the verbal discussion fails to resolve the complaint or problem, the employee and the Union Representative shall present a grievance in writing to the Department Director, within five workdays following the verbal discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Union Representative and the Department Director. The Department Director shall answer the grievance in writing within seven working days.

Step 3. If the grievance is still unsettled, the grievant and/or the Union Representative may within five workdays by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Union Representative, International Representative, Department Director and supervisor in an attempt to resolve the dispute i.e. mediation.

Step 4. If the grievance is still unsettled, the Union may, within seven workdays after the reply of the Employer, by written notice to the City Administrator, request arbitration.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two parties shall alternately strike one name from the panel until only one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

The time limits in any steps of the grievance procedure described above may be extended by mutual agreement.

ARTICLE 8 - EDUCATION AND TRAINING

Section 8.1

An employee being required by the Employer to attend classes in a work-related course of instruction shall have tuition and books for such classes paid for by the Employer and the employee shall not be denied a full day's pay. With mutual agreement between employee and the Supervisor, employee shall be excused from work either immediately before or after the schooling, but not in both cases.

Section 8.2

The Employer shall refund to the employee the reasonable cost of lodging and meals incurred, when traveling is necessary to attend a required course of instruction or training.

Section 8.3

The Employer shall refund to the employee the cost of tuition for the completion of formally organized work-related course of instruction that is voluntarily taken by an employee and which meets the City's educational policy

If future changes are made to the City's Educational Policy those changes shall not substantially change any benefit that the employee would have received under the current contract language.

- (A) The course is conducted during a time period other than the employee's regular scheduled working hours.
- (B) The course is approved by the Department Director in writing in advance of the employee's enrollment period.
- (C) The course is completed by the employee with a passing grade.

ARTICLE 9 - SAFETY AND HEALTH

Section 9.1

No employee shall be required to drive a City vehicle that does not comply with all State and City safety regulations.

Section 9.2

Clean, sanitary rest rooms shall be maintained by the Employer.

Section 9.3

The parties will establish a Joint Safety Committee to comply with all areas of city, state, and federal guidelines. The Committee will meet quarterly to discuss issues related to safety and health.

Section 9.4

For safety reasons steel-toed footwear must be worn while working. The City will reimburse each employee up to \$100 for his/her initial pair of steel-toed footwear. Up to a \$50 reimbursement allowance will be provided to each employee each contract year toward the purchase of steel-toed footwear in subsequent years.

ARTICLE 10 - SPECIAL PROVISIONS

Section 10.1

Employees shall not be expected to furnish cars for work, unless circumstances are such that all approved Department vehicles are in use or receiving maintenance, and transportation is needed for out-of-town trips or for special business. When an employee does use a private car for work, the employee will be paid mileage at the rate set forth in the IRS regulations.

Section 10.2

The Employer will pay for the difference in cost between a regular driver's license and a chauffeur's license or a Commercial Driver's license where individuals are required to have a chauffeur's license or CDL as a condition of employment. The City will only pay for CDL endorsements required in performance of work for the City.

Section 10.3

The Employer will pay the full cost of any License or Certification required to perform the duties within the City.

ARTICLE 11 - SENIORITY

Section 11.1

Seniority shall be based upon the beginning date of hire, in any positions for which full-time employees were hired, but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

Section 11.2

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be mailed to the Local Union. Said seniority list shall contain the name and starting date of each employee.

Section 11.3

Upon initial employment, the employee shall serve a probationary period of six months. During that time the employee may be subject to discharge for any reason and shall not have recourse to the grievance procedure. The probationary employee shall have a waiting period of six months for eligibility for any paid leave with the exception of sick leave and holiday.

ARTICLE 12 - JOB VACANCIES AND PROMOTIONS

Section 12.1

Employer shall have sole discretion to fill a vacancy or vacancies. The Employer shall post notice of all vacancies within a division and the posting shall contain the minimum qualifications. Such a posting shall be in a designated place for three working days before such vacancy, including a newly created job classification in the division, will be filled. Present qualified employees within the division shall have the right to apply for such a position and have their application considered before applicants outside the division or new employees are considered. When more than one qualified employee is being considered to fill a vacancy and they have equal qualifications, divisional seniority

shall control. The candidate selected to fill the vacancy shall be placed in the closest higher step in the new grade corresponding to his/her current salary. An applicant who does not exhibit competence to the satisfaction of the Employer to perform the duties of the new position within 30 working days shall be returned to their former position.

Section 12.2

Nothing in the Article precludes employees from submitting requests for transfers from one Department to another, nor does this Article preclude the Employer from considering such requests.

Section 12.3

If a bargaining unit employee transfers to a non-bargaining unit position or a position in a different bargaining unit he/she shall lose all bargaining unit seniority.

ARTICLE 13 - LAYOFFS AND RECALL

Section 13.1

When the work force is to be reduced for legitimate reasons the Employer shall notify the Union not less than 30 days in advance to discuss possible alternatives to a reduction in force.

Section 13.2

When a reduction of the work force is required each position classification within the bargaining unit shall be considered separately based upon the need to provide services to the public. Position classifications are Park Maintenance Worker I, Park Maintenance Worker II, Park Maintenance Technician, and Horticulturist. The reduction shall be conducted within a position classification based on reverse order of seniority while employed as a full-time employee within that classification.

Section 13.3

The names of the employees who are laid off shall be placed on a recall list. Such persons shall be eligible for recall in the same position classification from which they were removed, provided that they are still available, qualified, and are able to perform the job.

Employees to be recalled shall be notified in writing sent by Certified Mail, return receipt requested to the last known address. An individual who is notified of a recall to return to work must return no later than 11 working days from the date of receipt of notification of the recall or the individual will be removed from the re-employment list.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

Section 14.1

The normal workweek shall be 40 hours per week. Employees may be required to work during any day of the week. The specific arrangement and adjustment of the hours of the workweek shall be the function of the Department Director.

Section 14.2 - Rest periods

To the greatest extent possible, employees shall receive two paid fifteen minute breaks during each workday.

Section 14.3 - Lunch breaks

There shall be a minimum lunch break of one-half hour on an unpaid basis.

Section 14.4 - Overtime

Overtime payment shall be one and one-half times the employee's regular hourly rate of pay for all hours worked over 40 per week.

Work performed on Holidays shall be paid at one and one-half times the employee's regular hourly rate of pay plus eight hours of Holiday pay.

All paid leaves shall count as time worked for the purpose of computing overtime.

Section 14.5 - Call Back

If an employee is called back to work after completing their regular eight hour day the employee shall be paid a minimum of two hours pay at one and one-half times the employee's regular hourly rate of pay.

Section 14.6 - Compensatory Time

In lieu of overtime pay, an employee may elect to earn compensatory time at the rate of one and one-half hours for each overtime hour worked. Compensatory time shall not be allowed to accumulate over 40 hours. The balance of earned compensatory time over 16 hours must be used by March 15 each contract year or the balance over 16 will be paid annually in the last pay period of March. The remaining balance of 16 hours or less must be used by July 1 or that balance will be paid in the next pay period.

ARTICLE 15 - LEAVE OF ABSENCE

Section 15.1 - Personal Leave

A leave of absence for personal reasons may be granted to an employee upon advance written request of employee to the immediate supervisor. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Department Director. A personal leave of absence shall not exceed thirty working days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond the thirty working days, in which case the employee must apply for an extension of such leave to the Department Director prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Department Director. All personal leaves of absence will be without pay.

Section 15.2 - Bereavement Leave

In the event of a death in the employee's immediate family, an employee will be granted a paid bereavement leave in accordance with the following provisions:

- (A) Up to three days (24 hours) for the employee's immediate family; defined as a parent, parent-in-law, stepparent, spouse, child, grandchild, daughter-in-law, son-in-law, stepchild, brother, stepbrother, half brother, sister, stepsister, or half sister.
- (B) Up to one day (8 hours) for the employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, niece, or nephew.
- (C) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.
- (D) The employee shall be paid on the basis of his/her regular straight hourly pay rate for the period of the bereavement leave.
- (E) An employee who must travel 250 miles or more each way to a funeral may be granted two extra days of leave to attend the funeral. These two extra days shall be charged against the employee's sick leave allowance. The employee shall confirm the travel distance and ability to use sick leave with the employee's supervisor before making the trip.

Section 15.3 - Jury Duty Leave

When official notification to appear for jury duty is received the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her juror's duty pay, the check(s) shall be endorsed and turned in to the City. Any reimbursement for personal mileage or expenses may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

Section 15.4 - Returning from Leave

The Department Director or supervisor may give approval for an employee to return to work prior to the expiration of a leave of absence.

Section 15.5 - Family and Medical Leave Act

The City's Family and Medical Leave Act policy shall be followed.

ARTICLE 16 – SICK LEAVE

Section 16.1 - Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- A) Sick leave for probationary employees will accumulate from the first day of employment, but cannot be utilized during the first 30 days of employment.
- B) Sick leave credit shall accrue at the rate of one-half work day [4 hours] per two week pay period.
- C) Unused sick leave credit may be accumulated up to a maximum of 130 days.
- D) Paid sick leave shall not be charged in an amount smaller than 15 minutes.
- E) Sick leave shall accrue during the period of "sick leave with pay." Sick leave shall also accrue while an employee is on Workers' Compensation.
- F) An employee eligible for sick leave with pay, may use such sick leave, upon approval of the Department Director, for absence due to illness, exposure to contagious disease, or injury. An employee on sick leave shall inform the Department Director or supervisor of the fact and the reason therefore as soon as possible; failure to do so within a reasonable amount of time may be cause for denial of pay for the absence. The Department Director or supervisor may require a doctor's certificate before approving sick leave with pay. In the event of an extended absence or serious injury or illness, the Department Director or supervisor may require a fitness-for-duty medical release before approving sick leave with pay or before allowing the employee to return to work.

An employee will be entitled to payment of his/her accrued sick leave up to a maximum of 25% of 1,040 hours if the following qualifying criteria are met. An employee shall only be eligible for sick leave payout due to:

- 1) "Normal" retirement as defined by IPERS with 15 or more years of continuous full-time employment, **OR**,
- 2) Disability (defined as becoming totally and permanently mentally or physically incapacitated for further performance of his/her regular duties as the result of an injury or disease and is not employed by the City in any other position).

Section 16.2 - Returning From Leave

- (A) Failure of an employee to return to work at the end of authorized sick leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on sick leave may return to work prior to the expiration of the sick leave. Such employee shall give the Employer as much advance notice as possible of early return to work.

Section 16.3 - Sick Leave Subrogation Rights and Duties

The City of Marshalltown is obligated to pay certain benefits for sick leave and medical expenses concerning which, it may later be determined, a third party is responsible. In that event "subrogation" rights and duties are created. Subrogation means that the City of Marshalltown has a right to be repaid from money recovered from the negligent party. Accordingly, it is important for the employee to include as a part of his/her claim the sum of money represented by the sick leave taken and the medical expenses incurred. In this regard certain rights and duties are created.

First, the employee has a duty to include, as a part of the claim, the sum of money represented by the sick pay and medical expenses paid. Upon recovery of these sums reimbursement to the City of Marshalltown must be made.

Second, the City of Marshalltown has a right to pursue payment of the sick pay and medical benefits in the event the employee does not do so.

In regard to these rights and duties the following additional rules are agreed upon:

- (A) If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten days after the claim is made or the action is filed.
- (B) If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.
- (C) If an employee fails to make a claim or bring an action for damages against a third party within 30 days after the Employer's written request to the employee do so, the Employer is subrogated to the rights of the employee and the Employer may make a claim or file an action against the third party and may recover damages to the same extent that the member may recover damages for the injury. The employee shall execute a subrogation agreement if requested by the Employer.
- (D) If the Employer should obtain a greater recovery than the amount necessary to reimburse the Employer for the payment of the sick leave payments, the Employer shall pay the remaining sum of money to the employee after deducting attorney fees and out-of-pocket expenses in connection with the enforcement of the claim.
- (E) Before a settlement is effective between the Employer and a third party who is liable for an injury, the employee must consent in writing to the settlement; and if the settlement is between the employee and a third party, the Employer must consent in writing to the settlement.
- (F) For purposes of this section, any payment made to an injured employee or to the employee's legal representative, by or on behalf of a third party or a third party's principal or agent, who is liable for, connected with, or involved in causing the injury to the employee, shall be considered paid as damages because the injury was caused under circumstances creating a legal liability against

the third party, whether the payment is made under a covenant not to sue, a compromise settlement, a denial of liability or otherwise.

In the event that the Employer recovers money under this section, the total amount of money recovered by the Employer will be divided by the employee's regular hourly rate of pay to determine the sick leave recovery of the Employer, and the Employer will then add that many hours of sick leave to the employee's sick leave accumulation.

ARTICLE 17 - HOLIDAYS

Section 17.1

Employees shall receive eight hours pay for the following holidays not worked:

New Year's Day	Labor Day	Floating Holiday
Good Friday	Thanksgiving Day	Personal Day
Memorial Day	Friday after Thanksgiving	Personal Day
Fourth of July	Christmas Day	

Personal Days shall be given each employment year on the employee's anniversary. An employee will not be eligible for personal day until after six consecutive months of employment. A personal day shall not be carried over into a subsequent employment anniversary year. Any employee who leaves employment with the City for any reason other than being laid off will not be paid for a Personal Day not consumed.

Personal days may be taken at a minimum of one-quarter (1/4) hour increments.

Section 17.2

If employee works on a holiday, the employee shall receive payment for the number of hours worked on that day at the rate of one and one-half times the regular hourly rate plus eight hours holiday. This applies to the designated holiday, which is not necessarily the actual holiday.

If a holiday falls on a Saturday, time off for the holiday will be taken on a Friday, and if a holiday falls on a Sunday, time off for the holiday will be taken on a Monday.

The Department Director will determine the floating holiday with at least two weeks prior notice to affected employees.

Section 17.3

An employee shall forfeit the right to payment of any holiday if the employee has an unexcused absence on the last regular workday preceding the holiday or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set out below, will not be disqualified for holiday pay by reasons of such absence:

- (A) A work incurred injury requiring the employee to be off duty.
- (B) Jury duty.
- (C) Confining illness of the employee, substantiated by a statement of the attending physician.
- (D) Absence authorized by the Employer by reason of illness or family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- (E) Absence authorized by the Employer because of good and sufficient reason submitted by the employee.

ARTICLE 18 - VACATIONS

Section 18.1

Paid vacations will be granted to employees in accordance with the following schedule:

At least one (1) year continuous employment - one (1) week [40 hours].

At least two (2) years continuous employment - two (2) weeks [80 hours].

At least five (5) years continuous employment - three (3) weeks [120 hours].

At least twelve (12) years continuous employment - four (4) weeks [160 hours].

Employees who were hired prior to April 23, 2002, shall be allowed five weeks of vacation with at least 20 years of continuous employment.

Years of total continuous employment are for the above vacation plan and shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which the employee qualified for paid vacation and will be the point at which employee may commence vacation. An employee may carry one week of vacation over to the next vacation year.

Section 18.2

Vacation time shall normally be taken in one day [8 hour] increments. At the sole discretion of the employee's Supervisor or Department Director, vacation may be used in four [4] hour increments.

Section 18.3

Employees eligible for paid vacation shall submit their vacation preferences in writing to the employee's Supervisor or Department Director. The employer will respond to the employee's request within five working days. Once vacation is approved it shall not be disallowed because an employee with greater seniority has requested the same vacation period.

Nothing in the above stated policy precludes vacations being taken in one day increments, as is current policy.

Section 18.4

All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

Section 18.5

The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State Laws.

Section 18.6

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty, or resigns from a position of employment, earned vacation time during the year in which such event occurs shall be computed on a pro-rata basis and paid to the employee. An employee who desires to resign from employment with the City may do so by notifying the employee's Department Manager of the reason and the effective date in writing. Resignations that are unsigned or that do not specify a termination date will not be accepted.

ARTICLE 19 - GROUP INSURANCE

Section 19.1

All full-time permanent employees and their dependents are eligible for coverage under the Employer's group insurance policy, which it has in force.

Section 19.2

A representative and alternate from the Bargaining Unit shall be appointed by the Bargaining Unit and shall serve on the City's Employee Benefit Committee (as long as the Employee Benefit Committee is maintained by the City) to discuss and maintain group insurance benefits.

The representative shall attend all meetings of the Committee, or shall send an alternate representative, and shall act as a liaison between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan would be pending approval of the Union.

Section 19.3

The Employer will pay eighty-five percent (85%) of the cost of insurance coverage and the employee will pay fifteen percent (15%). The amount paid by the employee will be rounded to the nearest fifty cents (\$.50).

Section 19.4

Any payment that the employee may have to make on this group health insurance premium will be done through payroll deduction.

Section 19.5

An employee who works on a regular basis is eligible for health insurance coverage on the first day of the month coinciding with or immediately following the completion of one month of continuous employment in a class eligible for insurance coverage.

ARTICLE 20 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2005, and shall continue to remain in full force and effect until its expiration on June 30, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2007 for the subsequent year.

This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

ARTICLE 21 - PRINTING OF AGREEMENT

The Employer will print this Agreement in booklet form and will provide all current Bargaining Unit employees with a copy of this Agreement.

ARTICLE 22 - WAGES

The attached wage schedule shall go into effect the first day of July 2005.

Effective July 1, 2006 the base wage schedule in effect July 1, 2005 shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics. This increase shall be calculated as a cents per hour increase and applied to each rate of the wage schedule.

Effective July 1, 2007 the base wage schedule in effect July 1, 2006 shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics. This increase shall be calculated as a cents per hour increase and applied to each rate of the wage schedule.

Employees with an above average performance evaluation may move to the next step on their anniversary date.

Classification of positions is outlined in Exhibit A.

ARTICLE 23 - PERFORMANCE EVALUATIONS

New employees shall be evaluated by their Supervisor prior to the end of six months of employment. After the initial six month evaluation all employees shall be evaluated at least annually by their supervisor approximately fifteen days prior to the anniversary date of their employment.

EXHIBIT A

UAW POSITION CLASSIFICATIONS

Park Maintenance Worker I..... Grade 1

Park Maintenance Worker II..... Grade 2

Park Maintenance Technician..... Grade 3

Horticulturist.....Grade 4

PAY SCHEDULE – EFFECTIVE JULY 1, 2005

49¢/hour

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	11.54	11.83	12.12	12.40	12.71	13.00	13.30	13.63	13.96	14.30	14.64	15.01	15.36
2	12.66	12.97	13.29	13.62	13.95	14.29	14.63	14.98	15.34	15.72	16.10	16.51	16.90
3	13.92	14.26	14.61	14.96	15.32	15.69	16.08	16.48	16.88	17.28	17.69	18.12	18.56
4	16.05	16.46	16.86	17.25	17.66	18.10	18.54	19.00	19.46	19.94	20.43	20.91	21.44

UAW Amalgamated Local 893

**City of Marshalltown
Park Shop Division of the Parks and
Recreation Department**

BY: Thomas A. Long
Tom Long
UAW International Representative

BY: Floyd P. Harthun
Floyd P. Harthun
Mayor

BY: Denny Stewart
Denny Stewart
President Local 893 UAW

BY: Richard Hierstein
Richard Hierstein
City Administrator

BY: Kelly Smith
Kelly Smith
Committee Person

ATTEST: Shari Coughenour
Shari Coughenour
City Clerk